

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hearts for Hospice, LLC		04/27/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3282497	HEARTS	
Registration Number:	3189039	HEARTS TO-GO	
Registration Number:	3186186	HEARTS FOR HOME HEALTH	
Registration Number:	3183111	HEARTS FOR HOSPICE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	342663-140		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	04/27/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of April, 2016, by Hearts For Hospice, LLC a Utah limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 27, 2016, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

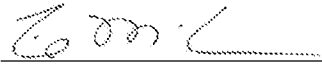
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles that would apply a different law.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HEARTS FOR HOSPICE, LLC, a Utah
limited liability company

By: 

Name: Michael McMaude

Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By: 

Name: Milan Patel

Title: Director

Trademark Security Agreement – Hospice Hearts (Abode)

TRADEMARK
REEL: 005778 FRAME: 0579

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Serial No.	Application Date	Registration No.	Registration Date	Registered Owner
HEARTS	78696653	8/19/05	3282497	8/21/07	Hearts for Hospice, LLC
HEARTS TO-GO	78696669	8/19/05	3189039	12/29/06	Hearts for Hospice, LLC
HEARTS FOR HOME HEALTH	78696682	8/19/05	3186186	12/19/06	Hearts for Hospice, LLC
HEARTS FOR HOSPICE	78696703	8/19/05	3183111	12/12/06	Hearts for Hospice, LLC

TRADEMARK APPLICATIONS

None.